

Terms and Conditions of Use

This website (the "**Website**" or "**Site**") is provided to you by Alacarte Law, P.C. ("**ALACARTE**"). To assist you in using our Website, and to ensure a clear understanding of the relationship arising from your use of our Site and the services we may offer through our Site, we have created (i) these Terms and Conditions of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat personal information you provide to us through the Site, and our Terms govern your use of our Site.

These Terms and Conditions of Use and our Privacy Policy apply to all visitors to our Website (collectively, "**Site Users**"). The term "**you**" in these Terms means both General Users and Registered Users.

These Terms govern your use of the Website. Please read these Terms carefully; they impose legal obligations on you and on ALACARTE, and establish our legal relationship. By using our services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

- 1. Grant of Rights to Site Users.** Provided you comply with these Terms, we grant you the right to access all areas of the Website for purposes of (i) learning more about our services; (ii) registering to receive alerts, e-vites, e-announcements and other materials; (iii) registering for ALACARTE presentations and other events; and (iv) exchanging information via an Extranet Site, in accordance with the functionality provided by that Site, (collectively, "**Permitted Purposes**"). In addition, we grant you the right to print out a reasonable number of pages from our Website, and circulate to interested parties a copy of these pages, provided that (a) you use – and ensure others with whom you share copies use – the print-outs only for Permitted Purposes, and (b) you retain on these print-outs any copyright notices or other proprietary notices as they appear on our Website. Apart from these express rights to use our Site and print out Site content for Permitted Purposes, you may not use, copy, modify, distribute, or access our Website, or any materials we have made available on the Site.
- 2. Site Users' Feedback and Testimonials.** From time to time, we may request and/or accept your feedback or testimonials regarding ALACARTE, our services or our Site. We will not disclose, disseminate or publish such feedback or testimonials outside of ALACARTE without obtaining your consent to do so.
- 3. ALACARTE Ownership; Reservation of Rights.** All information, software, artwork, text, video, audio, pictures, logos, and other content on the Website, including all associated intellectual property rights, are the property of ALACARTE and its licensors, and are protected by copyright and other intellectual property laws, or are included based on principles of "fair use." ALACARTE retains all rights with respect to the Website except those expressly granted to you in Section 3 (Grant of Rights), above.
- 4. Links to Third-Party Sites.** The Website may contain links or produce search results that reference links to third-party websites (collectively "Linked Sites"). ALACARTE has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. ALACARTE does not endorse the content of any Linked Site, nor does ALACARTE warrant that a

Linked Site will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

5. Code of Conduct. As a condition to your use of the Website, you agree to follow our Code of Conduct set out below. Under this Code, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- Seek to obtain access to any materials or information through "hacking" or through any other means that we have not intentionally made available to you through the Website.
- Submit material that is intentionally false, defamatory, unlawfully threatening, illegal, or unlawfully harassing.
- Transmit materials through the Site that you know or should know contain viruses, Trojan horses, worms, malware, exploits, root kits, keyloggers, malicious software, adware, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form – can easily be copied, modified and sent over networks (such as the Internet). These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

6. Limitations on Users' Privileges.

- 6.1 Revocation or Suspension of Users' Privileges. We reserve the right at any time to terminate or suspend your access to some or all of the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.
- 6.2 Disclosure. ALACARTE reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

7. Advisory: No Legal Advice Provided. The information presented on our Website is provided as a courtesy by ALACARTE. The Site is not intended as a substitute for professional legal advice. If you have, or suspect that you may have a legal problem, you should consult your lawyer to obtain legal information and recommendations specific to your problem. ALACARTE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED ON THE SITE. Persons accessing this information assume full responsibility for the use of the information and understand and agree that ALACARTE is not responsible or liable for any claim, loss or damage arising from the use of the information.

Moreover, USE OF THE SITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.

8. Disclaimers.

- 8.1 Concerning Site Functionality and Availability. ALACARTE does not promise that the Website will be error- free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on the Site. ALACARTE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE FUNCTIONALITY OR AVAILABILITY OF THE SITE.
- 8.2 No Disclaimer Concerning Attorney-Client Exchanges via our third-parties. We expressly retain, and do not disclaim in any manner, responsibility for the content of our attorney-client communications via third-parties, and our provision of advice or attorney work product to clients via the third-parties.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL ALACARTE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE GENERAL SITE.
10. **Indemnity.** You agree to defend, indemnify, and hold ALACARTE and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.
11. **Modifications to these Terms.** If we modify these Terms, any such modifications will take effect proactively, upon your subsequent access to the Website. Please feel free to print out a copy of these Terms for your records.
12. **General.**
- 12.1 These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of Texas, specifically in McLennan County, Texas.
- 12.2 The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 12.3 Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.
- 12.4 ALACARTE's failure to act with respect to a breach by you or others does not waive the Firm's right to act with respect to subsequent or similar breaches.
- 12.5 This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between ALACARTE and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.
13. **Survival** The following provisions shall survive the termination of these Terms and shall apply indefinitely:
Section 3 (ALACARTE Ownership; Reservation of Rights)

Section 7 (Advisory: No Legal Advice)
Section 8 (Disclaimers)
Section 9 (Limitation of Liability)
Section 10 (Indemnity)
Section 12 (General)
Section 13 (Survival)

Site Administration

If you have comments or questions about the administration of our Website, please contact:

Grace Strange
grace@Alacarte.law

Effective Date

The effective date of these Terms and Conditions of Use is January 1, 2026.